REMARKS

Claims 1-6, 8-16, and 18-24 are pending in the application.

Dependent claims 2-6, 8-10, 12-20, and 21-24 are currently amended.

Applicants respectfully submit that entry of the currently amended claims above is proper because the currently amended claims will place the application in condition for allowance or in better form for appeal. Applicants further respectfully submit that no new matter is added to the currently amended claims, nor has the scope of the pending claims changed. Accordingly, no new issues are raised that necessitate a further search of the art.

Claims 2-6, 8-10, 12-16, 18-20, and 22-24 stand rejected under 35 U.S.C. §112, second paragraph.

Claims 1-6, 8-16, and 18-24 stand rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent Application Publication No. 2002/0178103) to Dan et al., hereinafter, Dan, in view of U.S. Patent Application Publication No. 2003/0167446) to Thomas, and in view of U.S. Patent Application Publication No. 2002/0042757 to Albazz et al., hereinafter, Albazz.

Applicants respectfully traverse this rejection based on the following discussion.

I.   The 35 U.S.C. §112, Second Paragraph, Rejection

Claims 2-6, 8-10, 12-16, 18-20, and 22-24 stand rejected under 35 U.S.C. §112, second paragraph, because the Office Action asserts the phrase "all the limitations of which are incorporated herein by reference" is indefinite.

Applicants have deleted the objected to phrase in all of the currently amended dependent claims above. Withdrawal of the rejection of claims 2-6, 8-10, 12-16, 18-20, and 22-24 under 35 U.S.C. §112, second paragraph, is respectfully solicited.

II.   The 35 U.S.C. §103(a) Rejection over Dan, in view of Thomas, and in view of Albazz

A.   The Dan Disclosure

[0033] The TPA template or party profile may be included as part of the information advertised by the service provider in step 60 of FIG. 2. The profile serves as the starting point of a negotiation by providing an initial version of a

contract document. The profile may include information such as: products and services provided, specific business processes that the service provider can perform, security requirements, and technology information such as which message-exchange protocols are supported by the service provider. The service provider's profile may be embodied in a variety of different forms. Several examples of the service provider's profile are described herein, although alternative profile forms will be apparent to those of ordinary skill in the art.

[0034] In one embodiment, the service provider's profile may describe the capabilities of one party. This profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract. The information contained in the profile may include not only the capabilities of a party but also may contain requirements of the interacting party in the form of a contract template. The contract template is provided to express a contract either between a pair of roles or between an actual party (whose profile is represented by the template) and a role. One example of a contract template is an almost-complete electronic contract document with a few fields left blank: these fields are to be filled in by the negotiating party. An enhanced template additionally specifies, in an associated document, the acceptable choices for the negotiable fields.

[0035] Fig. 4 is a schematic diagram that illustrates a party profile and a contract template. Party profile 1010 may contain, for example, party contact information 1011, a description of the service offered or needed 1012, one or more contract templates 1013, and allowable choices 1014. Allowable choices 1014 may cover, for example, business and/or technical considerations such as a list of supported transport protocols, a list of supported shipping or transport services (such as overnight shipping, airmail delivery, etc.), delivery times, and/or the optional use of a preexisting meta contract. Profile 1010 may include a contract template 1020 containing one or more nonnegotiable fields 1021, 1022 and one or more negotiable fields 1023, 1024. As mentioned above, negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party or, alternatively, may specify capabilities or allowable choices that may be selected. The capabilities and/or allowable choices may be provided as searchable information by a public registry or repository.

[0046] If either of the parties chooses to abort 340 the negotiation at any time during negotiations, the outcome 350 is the termination of the entire negotiation process. When all the sub components of a contract have been agreed to by both sides, the negotiation is committed in step 360, and the negotiation continues to step 380 where the negotiation is complete and step 380 leads to the service contract or TPA.

B.   The Thomas Disclosure

[0044] Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original file in the first storage region. Of course, the modified version of the XML file may be stored separately from the original version of the XML file instead of overwriting the original XML version.

C.   The Albazz Disclosure

[0076] A product List Filter (PLF) is a representation of a seller's product list which replaces the completer list of all products available from a seller organization (as used herein the term "products" includes both products and services). This representation comprises product selection and/or exclusion criteria, based on a selection metaphor. The representation criteria are structured and stored in a way that ensures rebuilding the targeted product list from a master product catalog, or from multiple catalogs or other product information sources, any time the target product list is required. Depending upon the used PLF, a generated list could be static with the same products being produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization. Fig. 5 illustrates an example of the creation and storage of a Product List Filter.

D.   Arguments

Regarding the rejection of independent claims 1, 11, and 21, the Final Action cites Dan for teaching "pre-building static structures of said XML transaction (Paragraphs 33-35)", (Final Action, page 3, section 8., C)).

Dan discloses a contract template 1011, presumably analogous to a business transaction, containing one or more nonnegotiable fields 1021, 1022 and one or more negotiable fields 1023, 1024. Dan also discloses that the profile serves as the starting point of a negotiation by providing an initial version of a contract document, i.e., the contract template, 1011. (Paragraph [0035]).

The present invention defines a "static structure" as "a pre-built XML structure with pre-filled values based on the associated transaction type and TPP [Trading Partner Profile]", (Specification, paragraph [0024], lines 13-15). Therefore, the pre-built XML "static structures" of the present invention are static, i.e., unchanging, and pre-filled with values based on the

associated transaction type and trading partner profile. Hence, there are no negotiable fields in the static structures with pre-filled values of the present invention because the structures are static and pre-filled.

In contrast, the contact template of Dan contains one or more negotiable fields 1023, 1024 that will be filled with future negotiations.

Therefore, Applicants respectfully submit that Dan does not disclose, teach or suggest the present invention's feature of "pre-building static structures of said XML transaction, wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type of said XML transaction and a predetermined trading partner profile", as recited in independent claims 1, 11, and 21.

Regarding the rejection of independent claims 1, 11, and 21, the Final Action cites Thomas for teaching "wherein said final XML structure is validated by comparing said final XML structure against said copy of said original pre-defined data type definition format for said XML transaction" as "Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4" (Paragraph 44 [of Thomas]). (Final Action, page 5, line 27 to page 6, line 3).

In the present invention, a business partner agrees to send a business transaction in a mutually agreed upon XML format (proprietary or standards based), call a Data Type Definition (DTD) format. Next, a Trading Partner Profile (TPP) is created in a database that holds information about the partner, the communication protocol used, the enabled transaction, format of transaction, and XML format version. Then, a copy of the DTD is created. Thereafter, static elements of the XML are filled with pre-determined values based on the TPP and are stored using an editor. The static sections are linked to the TPP and transaction, and are stored in the database. At execution time, based on the TPP and transaction combination, the corresponding static sections are taken and the application specific dynamic sections are built to construct the final XML. Execution time is defined as the transaction runtime (that is, sending the transaction to the trading

partner). <u>The constructed XML is then run against (compared against) the DTD to validate the structure</u>. (Specification, Paragraph **[0028]**). (emphases added).

Thomas discloses that the temporary copy of the contents of the XML file is displayed 29 by means of the output interface 10 so that a user is able to input modifications to the XML file via the input interface 9. Each of the changes entered by the user is compared 30 to the temporary copy of the XML file and checked 31 to establish whether the modification is significant, i.e., a semantic change. … Where the modification is identified as a semantic change, the processor checks 34 whether a valid difference representation of the change can be generated using the delta DTD [i.e., Document Type Definition]. (Paragraph **[0043]**, lines 2-8 and 13-16).

Thomas further discloses that the DTD of the delta file and the DTD of the original markup language file are substantially identical in that the nested structure of the contents of the delta file and the original file will be substantially the same. However, certain slight modifications are necessary to enable the delta file to represent the changes to the markup language file. All of the element type declarations are either copied across to the delta DTD or amended and the element type declarations are processed to the lowest level of each content particle. (Paragraph **[0048]**, lines 7-15).

Thomas discloses a method of recording and validating changes to a markup language, wherein semantic changes to the original XML file necessarily require slight modifications to enable a delta file to represent changes to the original markup language file. These slight modifications may entail amending element type declarations and processing these element type declarations to the lowest level of each content particle. However, the DTD of the present invention is originally fixed and its DTD copied, and does not require such slight modifications or amending of element type declarations as does Thomas because the final XML structure of the present invention comprises pre-filled static structures, to which no modifications or amendments of the DTD are made, and dynamic structures that comprise empty tags, to which no modifications or amendments of the DTD are made, so that the final or constructed XML structure may be compared to or validated against the original pre-defined data type definition.

Therefore, Applicants respectfully submit that Thomas does not disclose, teach or suggest the present invention's feature of "wherein said final XML structure is validated by comparing

said final XML structure against said copy of said original pre-defined data type definition format for said XML transaction", as recited in independent claims 1, 11, and 21.

Furthermore, for at least the reasons outlined immediately above, Applicants respectfully submit that Thomas does not cure the deficiencies of Dan, because Thomas does not disclose, teach or suggest the present invention's feature of "pre-building static structures of said XML transaction, wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type of said XML transaction and a predetermined trading partner profile". Instead, Thomas merely discloses a method of recording and validating changes to a markup language, wherein semantic changes to the original XML file necessarily require slight modifications to enable a delta file to represent changes to the original markup language file.

Regarding the rejection of independent claims 1, 11, and 21, the Final Action cites Albazz for teaching "building a list of a sequence of said static and dynamic structures". (Final Action, page 7, lines 6 and 7).

Albazz merely discloses generating a list that could be static with the same products being produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization. (Paragraph [0076]).

In contrast, the present invention describes the feature of "building a list of a sequence of said static and dynamic structures", wherein both static and dynamic structures are previously defined, i.e., "pre-building static structures of said XML transaction, wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type of said XML transaction and a predetermined trading partner profile; classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures".

The static and dynamic product lists of Albazz do not disclose, teach or suggest the present invention's features of "wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type of said XML transaction and a predetermined trading partner profile" or "dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures". The static and dynamic product lists of

Albazz are not explicitly defined as XML data structures corresponding to a transaction. A list is not a transaction.

Therefore, Applicants respectfully submit that Albazz does not disclose, teach or suggest the present invention's feature of "pre-building static structures of said XML transaction, wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type of said XML transaction and a predetermined trading partner profile; classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures; building a list of a sequence of said static and dynamic structures", as recited in independent claims 1, 11, and 21.

Furthermore, for at least the reasons outlined immediately above with respect to Albazz and above with respect to Dan and Thomas, Applicants respectfully submit that Albazz does not cure the deficiencies of Dan and Thomas, because Albazz also does not disclose, teach or suggest the present invention's feature of "pre-building static structures of said XML transaction, wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type of said XML transaction and a predetermined trading partner profile". Instead, merely discloses generating a list that could be static with the same products being produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization.

For at least the reasons outlined above, Applicants respectfully submit that Dan, Thomas, and Albazz, either individually or in combination, do not disclose, teach or suggest the present invention's features of "pre-building static structures of said XML transaction, wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type of said XML transaction and a predetermined trading partner profile; classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures; building a list of a sequence of said static and dynamic structures", as recited in independent claims 1, 11, and 21. Accordingly, Dan, Thomas, and Albazz, either individually or in combination, fail to render obvious the subject matter of independent claims 1, 11, and 21, and currently amended dependent claims 2-6, 8-10, 12-20, and 21-24 under 35 U.S.C. §103(a). Withdrawal of the rejection of claims 1-6, 8-16, and 18-24 under 35 U.S.C. §103(a) as

unpatentable over Dan, Thomas, and Albazz is respectfully solicited.

III. Formal Matters and Conclusion

Claims 1-6, 8-16, and 18-24 are pending in the present application.

Applicants respectfully submit that claims 2-6, 8-10, 12-16, 18-20, and 22-24, as amended above, fulfill the statutory requirements of 35 U.S.C. §112, second paragraph.

In view of the foregoing, Applicants submit that claims 1-6, 8-16, and 18-24, all of the claims presently pending in the application, are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to discuss any other changes deemed necessary. Please charge any deficiencies and credit any overpayments to Attorney's Deposit Account Number 09-0456.

Respectfully submitted,

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